

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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BPO NO: 001B1400231

PRINT DATE: 08/29/11

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### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:** 1520784971

TRI-GAS & OIL CO INC  
3941 FEDERALSBURG HWY

FEDERALSBURG, MD 21632  
(410 ) 754-8184 EXT 1028

### REFER QUESTIONS TO:

LINDA RULEY  
(410 ) 767-4608  
LINDA.RULEY@DGS.STATE.MD.US

**ITB:** 001IT818095

**EXPR DATE:** 04/06/15  
**POST DATE:** 09/01/10

**DISCOUNT TERMS:** . NET 30 DAY  
**CONTRACT AMOUNT:** .00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

VENDOR CONTACT: NASH MCMAHAN 410-754-8184

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AGENCY CONTRACT  
FOR  
BULK PROPANE

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AGENCY: MD DEPT OF STATE POLICE - VARIOUS LOCATIONS

REQUIREMENTS CONTRACT FOR SUPPLYING THE USING AUTHORITY WITH THEIR NEED FOR THE FOLLOWING ITEM(S) FOR THE CONTRACT PERIOD SPECIFIED BELOW.

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS REQUIRED" BASIS.

QUANTITIES STATED ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES. CONTRACTS LIMITING QUANTITIES IN ANY WAY WILL NOT BE ACCEPTED OR CONSIDERED.

CONTRACT PERIOD: SEPTEMBER 1, 2010 THROUGH APRIL 6, 2015.

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### TERMS (cont'd):

THE TERM OF THE CONTRACT WILL BE A PERIOD OF FIVE (5) YEARS BEGINNING FROM DATE OF AWARD. THERE ARE NO RENEWALS.

DELIVERY: AUTOMATIC DELIVERY IS REQUIRED. THE VENDOR SHALL SUBMIT A DELIVERY SCHEDULE FOR REVIEW AND APPROVAL BY THE STATE PRIOR TO AWARD. IT WILL BE THE VENDOR'S RESPONSIBILITY TO MONITOR USAGE TRENDS AND MAKE NECESSARY TO THE DELIVERY SCHEDULE TAKING INTO CONSIDERATION SEASONAL PATTERNS. VENDOR WILL BE RESPONSIBLE FOR PROVIDING WEEKLY MONITORING AND RE-SUPPLY OF PROPANE TO ASSURE SUFFICIENT LEVELS. DELIVERIES SHALL BE MADE MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 8:00 AM AND 4:00 PM WITH A 24-HOUR ADVANCE NOTICE. EACH DELIVERY SHALL BE ACCOMPANIED WITH A RECEIPT THAT IDENTIFIES THE DATE OF DELIVERY, TOTAL UNITS DELIVERED, PER UNIT COST AND TOTAL DELIVERY COST. EACH RECEIPT MUST BE SIGNED BY AN AUTHORIZED MSP REPRESENTATIVE TO VERIFY DELIVERY.

PAYMENT: PAYMENT TERMS TO BE NET, 30 DAYS. THE CONTRACTOR SHALL SUBMIT AN INVOICE TO MSP NO LATER THAN 15 DAYS AFTER DATE OF DELIVERY.

THE CONTRACT PRICE FOR PROPANE GAS DELIVERED UNDER THE TERMS OF THE CONTRACT WILL BE BASED UPON THE AVERAGE POSTED PRICE OF PROPANE FOR THE PHILADELPHIA, PA TERMINAL LISTED IN THE OPIS REPORT FOR THE WEEK THE PROPANE IS DELIVERED. BASE PRICE REVISIONS WILL BE EFFECTIVE FROM THE MONDAY OF THE DELIVERY WEEK THROUGH THE FOLLOWING SUNDAY.

ALL PRICES ARE TO BE DELIVERED F.O.B. CUSTOMER'S TANKS. PRICE LISTED ON THE CONTRACT INCLUDES ALL FIXED COSTS PER GALLON FOR FURNISHING AND DELIVERING THE PROPANE TO THE LOCATIONS. CONTRACT PRICE ALSO INCLUDES ANY TRANSPORTATION COSTS, ADMINISTRATIVE COSTS AND ANY FEES. THE ACTUAL COST OF THE PROPANE IS NOT INCLUDED IN THE CONTRACT PRICE LISTED.

THE CONTRACTOR MUST COMPLY WITH ALL NFPA AND ANY/ALL APPLICABLE CODES. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, THE STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF CONTRACT AWARD.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO

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TERMS (cont'd):

NEGATE ANY CONTRACT EXTENSION CLAUSES.

THIS CONTRACT IS ALSO SUBJECT TO ALL SPECIFICATIONS, TERMS, AND  
CONDITIONS INCLUDED IN SOLICITATION 001IT818095

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	40503-507507	LT	.3300

PROPANE GAS BULK AT THE FOLLOWING LOCATION:

EASTON TOWER  
7053 OCEAN GATEWAY  
EASTON, MD 21601

1 TANK - 1000 GALLON

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0002	40503-507507	LT	.3300
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PROPANE GAS BULK AT THE FOLLOWING LOCATION:

VIENNA TOWER  
RT 331 & RT 50  
VIENNA, MD 21869

1 TANK - 1000 GALLON

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0003	40503-507507	LT	.3300

PROPANE GAS BULK AT THE FOLLOWING LOCATION:

BERLIN EMERGENCY GENERATOR  
9758 OCEAN GATEWAY  
BERLIN, MD 21811

1 TANK - 500 GALLON

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0004	40503-507507	LT	.3300
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PROPANE GAS BULK AT THE FOLLOWING LOCATION:

NASSAWANGO TOWER  
6572 SNOW HILL ROAD  
SNOW HILL, MD 21863

1 TANK - 1000 GALLON

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0005	40503-507507	LT	.3300
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PROPANE GAS BULK AT THE FOLLOWING LOCATION:

PRINCESS ANNE EMERGENCY GENERATOR  
30581 PERRY ROAD  
PRINCESS ANNE, MD 21853

1 TANK - 1000 GALLON

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0006	40503-507507	LT	.3300
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PROPANE GAS BULK AT THE FOLLOWING LOCATION:

SALISBURY TOWER  
2764 N. SALISBURY BLVD  
SALISBURY, MD 21801

1 TANK - 1000 GALLON

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END OF ITEM LIST

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AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE